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Attorney's Docket No.: 10664-147001

REMARKS

An Official Action mailed November 5, 2004 rejected claims 1-21 and 24-51, and allowed claims 22 and 23. An interview took place between Examiner Pierre Elisca and Applicant's representatives, Mark Kirkland and Dorian Cartwright, on February 7, 2005 and follow-up communication was made by Examiner on February 22, 2005.

Claims have been amended as indicated above. The amendments add no new matter. Claims have been canceled as indicated above. Applicant respectfully requests reconsideration in view of the foregoing remarks.

Interview Summary

During the interview, the participants discussed claim 1 with respect to U.S. Patent No. 6,549,626 by Al-Salqan ("Al-Salqan"). Examiner pointed out that a certification authority in Al-Salqan issues a certificate. Applicant's representatives argued that the Al-Salqan certificate fails to disclose the claimed receipt. Agreement was reached that claim 1 overcomes the prior art.

Rejections Under 35 U.S.C. § 102(b)

The Official Action rejected claims 1-21 and 24-51 under 35 U.S.C. § 102(b) as being unpatentable over Al-Salqan. Applicant respectfully traverses the rejections.

Claims 1, 3-8, 11, 17, 31, 36 and 37

Amended claim 1 recites a computer-implemented method including the steps of encrypting a message, sending the encrypted message, providing a symmetric key to a third party, and transferring a receipt and providing the symmetric key to an intended recipient. The step of sending the encrypted message sends without making the symmetric key immediately accessible to the intended recipient. The step of transferring the receipt and providing the symmetric key to the intended recipient occurs if the intended recipient signs and returns a representation of the encrypted message.

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Briefly, Al-Salqan fails to disclose at least three limitations of claim 1 as amended: (1) a symmetric key is not immediately available to an intended recipient; (2) the symmetric key is transferred to the intended recipient upon signing and sending a receipt including a representation of a message to a third party; and (3) the receipt, signed and representative of the message, is transferred to a sender.

More particularly, Al-Salqan discloses a symmetric key in which a sender and a receiver first agree upon the symmetric key. (1:33-36). Al-Salqan also discloses an asymmetric key in which a public key encrypts and a private key decrypts. (40-43). Al-Salqan discloses use of a trusted certification authority to bind a principal's identity to the public/private key pair. (1:55-60). The trusted certification authority issues a certificate which allows third parties to verify the identity of the principal. (1:56-60). Only the principal has access to the private key. (2:12-13). Additionally, Al-Salqan discloses creating a key recovery file to store the principal's private key or a key password. (2:49-52). The private key is symmetrically and asymmetrically encrypted. (2:52-57). The key recovery file is stored by the principal for retrieval by the principal. (57-63).

However, Al-Salqan fails to disclose "*sending the encrypted message to an intended recipient without making the symmetric key immediately accessible to the intended recipient.*" The claimed symmetric key is initially withheld from the intended recipient. By contrast, the symmetric key of Al-Salqan is agreed upon prior to transmitting a message. The private key of Al-Salqan teaches away from claim 1 as the private key is only accessible to the principal. Thus, Al-Salqan fails to disclose the sending step.

Moreover, Al-Salqan fails to disclose "*if the intended recipient signs and returns to the third party a receipt including a representation of the encrypted message, transferring, by the third party, ...the symmetric key to the intended recipient.*" The claimed symmetric key is hidden from the intended recipient until a receipt is signed and sent to the third party. The claimed receipt specifically identifies a message corresponding to a symmetric key (e.g., with a message header or hash of the message) and identifies the intended recipient. On the other hand, the certification authority of Al-Salqan merely provides a certificate to ensure identity of a principal. The certificate of Al-Salqan is not signed by the intended recipient nor is it sent to the third party

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as a condition to receiving the symmetric key as claimed. The certificate does not include the claimed representation of the encrypted message. Thus, Al-Salqan fails to disclose the transferring step.

Furthermore, Al-Salqan fails to disclose *"if the intended recipient signs and returns to the third party a receipt including a representation of the encrypted message, transferring, by the third party, the receipt to a sender."* The claimed receipt, identifying the message and signed by the intended recipient, is provided to the sender and can be a guarantee of receipt. However, the certificate of Al-Salqan does not guarantee receipt. Further, Al-Salqan fails to disclose any transmission from the receiver back to the sender, either directly or indirectly. Even assuming that the certificate of Al-Salqan was returned to the sender from the receiver, the certificate is associated with identity rather than the particular message. Thus, the Al-Salqan certificate could be misused when received in a first message from the sender and sent in response to a second message from the sender. Hence, Al-Salqan cannot be modified to guarantee receipt. Accordingly, Al-Salqan fails to disclose the transferring step for these additional reasons.

Therefore, Applicant respectfully submits that claim 1 is allowable over Al-Salqan. Amended independent claims 3-8, 11, 17, 36 and 37 and related dependent claims are allowable for at least the same reasons set forth above with respect to claim 1.

Claims 24, 27 and 31

Amended claims 24, 27 and 31 each recite time-stamping. The Official Action does not specifically point out how Al-Salqan discloses time-stamping. In fact, Al-Salqan is silent with respect to time stamping techniques. Thus, Applicant respectfully submits that the rejection is improper.

Nonetheless, these claims have been amended to advance prosecution. The claims now include limitations similar, but not identical, to those of allowed claim 22. Thus, Applicant respectfully submits that these independent claims and related dependent claims are allowable over Al-Salqan for at least the same reasons as the similar limitations of claim 22.

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Conclusion


Therefore, Applicant respectfully submits that the presented claims are in condition for allowance.

Pursuant to 37 C.F.R. § 1.136, Applicant hereby petitions that the period for response to the Official Action dated November 5, 2005, be extended for one month to an including March 7, 2005. Please charge the extension fee to Deposit Account No. 06-1050.

Please apply any other charges or credits to deposit account 06-1050.

Respectfully submitted,

Date: 2/28/05



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